

RESOLUTION NO. 2020-43-CC

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, APPROVING THE AFFORDABLE HOUSING
AGREEMENT WITH 10130 ADELLA, LLC FOR THE LEGACY
APARTMENTS, A 78- UNIT APARTMENT HOUSING DEVELOPMENT
WITH THE INCLUSION OF FOUR VERY LOW AFFORDABLE
HOUSING UNITS, TO BE LOCATED AT 10130 ADELLA AVENUE IN
THE CITY OF SOUTH GATE**

WHEREAS, on January 15, 2020, the Department of Community Development received an application from Gonzalez-Goodale and Newport Ventures for Administrative Plan Review No. 2020-01 to allow the construction of two 4-story multifamily residential buildings, with a total of 78 units, including four (4) affordable units at 10130 Adella Avenue, known as the Legacy Apartments, (“Project”);

WHEREAS, as part of the approval, the applicant was required to submit an Affordable Housing Agreement and include an Affirmative Fair Marketing Plan;

WHEREAS, the applicant submitted Affordable Housing Agreement attached here to as Exhibit “A” and Affirmative Fair Marketing Plan attached hereto as Exhibit “B”, each of which meet the criteria as set forth by Section 11.31.070 (Affordable Housing Agreement) of the South Gate Municipal Code;

WHEREAS, the 2014 Housing Element calls for the City to “provide a range of housing prices, unit types, and sizes to accommodate the varied needs of all socioeconomic segments of South Gate, fostering a diverse and balanced community”; and

WHEREAS, at its regular meeting of December 8, 2020, the City Council adopted Resolution No. ___ approving the Affordable Housing Agreement between the City of South Gate and 10130 Adella, LLC as it is consistent with the goals, policies, and implementation measures set forth in the South Gate General Plan 2035 and 2014 Housing Element.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council, pursuant to the facts noted above, does hereby approve the Affordable Housing Agreement for the Legacy Apartments, attached hereto as Exhibit “A”, a 78-unit multifamily housing development, including 4 affordable housing units whose rental is restricted to very low income households, to be located at 10130 Adella Avenue. The Affordable Housing Agreement describes the affordability restrictions. The applicant will record the agreement against the entire residential development. The approval and execution of the Affordable Housing Agreement shall take place prior to the issuance of building permits. The Affordable Housing Agreement shall bind all future owners and successors in interest for the term of 55 years. The Affirmative Fair Marketing Plan attached hereto as Exhibit “B” demonstrates the marketing strategy designed to attract renters of all majority and minority groups, regardless of

sex, handicap, and familial status to assisted rental units that are being marketed.

SECTION 2. The approval of the Affordable Housing Agreement and Affirmative Fair Marketing Plan for the Legacy Apartments is consistent with the goals and objectives of the adopted 2014 Housing Element and the South Gate General Plan 2035.

SECTION 3. The foregoing Affordable Housing Agreement is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The exemption identified in this Section 3 pertains only to the income restrictions imposed by the Affordable Housing Agreement. CEQA issues pertaining to the design and construction of the apartment complex are addressed at different stages of the design and construction process and are not at issue here.

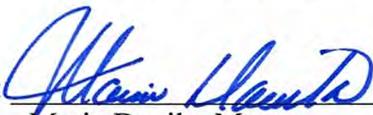
SECTION 4. If any section, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it would have passed this Resolution, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The Mayor is hereby authorized to execute the Affordable Housing Agreement in a form acceptable to the City Attorney.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

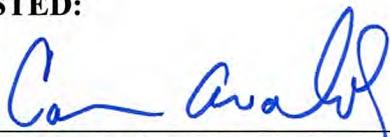
PASSED, APPROVED and ADOPTED this 8th day of December 2020.

CITY OF SOUTH GATE:

By: 

Maria Davila, Mayor

ATTESTED:

By: 

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: 

Raul F. Salinas, City Attorney

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
City of South Gate)
Director of Community Development)
8650 California Avenue)
South Gate, CA 90280)

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 27383 and 6103

Exhibit “A”

AFFORDABLE HOUSING AGREEMENT

Legacy Apartments

This Affordable Housing Agreement (the “Agreement”) is entered into as of this 8th day of December, 2020, by and between the City of South Gate, a California municipal corporation (“City”), and 10130 Adella, LLC, a California limited liability company (“Owner”), as follows:

RECITALS

A. Owner is the owner of certain real property (the “Property”) located within the City of South Gate, County of Los Angeles, State of California, commonly known as 10130 Adella Avenue, with the APN of : 6221-026-020, and legally described in Attachment “A” attached hereto and incorporated herein by reference; and

B. Owner intends to build a 78-unit apartment complex on the Property (the “Residential Development”).

C. Chapter 11.31 (“Chapter 11.31”) Density Bonus for Affordable Housing of the South Gate Municipal Code (the “Code”) provides Affordable Housing Development Requirements (identified in Section 11.31.060) which apply to multi-family residential development projects that provide a specified percentage of all newly constructed dwelling units to be developed, offered to and sold or rented to very low, low and/or moderate income households at an affordable housing cost; and

D. Table 11.31-4 Parking Requirements for Projects Receiving a Density Bonus of the Code provides the maximum parking standards that shall apply, inclusive of handicap and guest parking for the entire residential development; despite the title of the Table, the parking standards shown in the Table (which allow a residential development to include fewer parking spaces than otherwise required by the City, but only if affordable rental units are included in the development) are applicable to all residential developments which commit to providing a specified percentage of affordable housing units, even where no Density Bonus is requested; and

E. Pursuant to the Chapter 11.31, Owner has agreed to restrict 4 units (5% of 78) to rental by Very Low-Income Households at an Affordable Rent; and

F. By agreeing to restrict 4 of the residential units on the Property to rental by Very Low-Income Households, at an Affordable Rent, Owner shall receive the parking development standard identified in Table 11.31-4, pursuant to the Chapter 11.31; and

G. City and Owner desire to enter into this Agreement pursuant to the provisions of Chapter 11.31; and

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and accurate, and incorporated herein.
2. Code. The Code, as it now exists or may subsequently be amended, is incorporated into this Agreement.
3. Definitions. All defined terms, as indicated by initial capitalization, shall have the meanings set forth in Chapter 11.31 of the Code, except as expressly indicated otherwise. For purposes of this Agreement, the terms listed below shall have the meanings thereafter specified:
 - (a) “Adjusted for Household Size Appropriate for the Unit(s)” means for a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit and three persons in the case of a two-bedroom unit.
 - (b) “Affordable Rent” means the total rent including parking amenities such as a garage or carport, that, when added to the Utility Allowance, does not exceed a specified fraction of the gross monthly income, Adjusted for Household Size Appropriate for the Unit(s), as set forth below. Rents may be set at the California Tax Credit Allocation Committee allowable rents for a specific year for the Low Income Households, as that term is defined in this Agreement.
 - (c) “Designated Unit(s)” means a dwelling unit that will be offered for rent exclusively to Very Low Income Households at an Affordable Rent pursuant to this Agreement. The Designated Units shall be “floating” units as set forth in Section 6 below; provided, however, all Designated Units shall be reasonably dispersed throughout the Residential Development as required by Section 11.31.060.B.1 of the Code.
 - (d) “Non-Designated Unit(s)” means those dwelling units in the Residential Development that are not Designated Unit(s).
 - (e) “Original Unit(s)” shall have the meaning defined in Section 6(b).
 - (f) “Owner” means the entity defined as such in the introductory paragraph of this Agreement, and includes all successors and assigns of that entity.
 - (g) “Property” shall have the meaning defined in Recital “A”.

(h) “Residential Development” shall have the meaning ascribed in Recital “B”.

(i) “Utility Allowance” means an amount designated by the City as a reasonable estimate of the cost of utilities for a Low Income Household, for purposes of calculating the applicable Affordable Rent.

(j) “Very Low Income Households” means households whose income does not exceed the very low-income limits applicable to Los Angeles County as published and periodically updated by the California Department of Housing and Community Development pursuant to Section 50105 of the California Health and Safety Code.

4. Designated Unit(s).

(a) Owner hereby agrees that, for a period of 55 years from the date of recordation of this Agreement, four (4) units in the Residential Development shall be reserved for rental exclusively by Very Low Income Households, at an Affordable Rent:

DESIGNATED UNIT DISTRIBUTION

<u>INCOME GROUP</u>	<u>Number of Units</u>	<u>Size, Bedroom Count</u>
Very Low-Income Households	4	2 one-bedroom units; 2 two-bedroom units

(b) The Designated Units shall be floating units as set forth in Section 6 below.

(c) The Designated Units shall be constructed at the same schedule, design, appearance, materials, finished quality and interior amenities of the Non-Designated Units. Construction of the Residential Development shall commence on or before October 31, 2021, and shall be completed on or before April 30, 2024.

(d) Attached hereto as Exhibit B is the affirmative fair marketing plan for the Residential Development which has been approved by the City.

5. Tenant Qualification for Rental Units; Income Limits and Affordable Rents.

(a) Owner agrees to rent the Designated Units solely to Very Low Income Households, at not more than the applicable Affordable Rent.

(b) Owner must take reasonable steps to certify the income level of prospective occupants of a Designated Unit, at the time of the initial rental, and to recertify such income levels annually thereafter. Owner shall request an income certification from the proposed occupant of the Designated Unit in one or more of the following methods, and Owner acknowledges that City may verify the occupant’s income from time to time in order to ensure affordability of the Designated Units in accordance with the terms of this Agreement:

(i) Obtain three (3) paycheck stubs from the proposed occupant’s three (3) most recent pay periods;

- (ii) Obtain a true copy of an income tax return from the proposed occupant for the most recent tax year in which return was filed;
- (iii) Obtain an income verification certification from the employer of the proposed occupant;
- (iv) Obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the proposed occupant receives assistance from such agencies; or
- (v) Obtain an alternate form of income verification acceptable to the City's Director of Community Development.

(c) Owner shall apply the same rental terms and conditions to tenants of the Designated Units as are applied to all other tenants, except as otherwise required to comply with this Agreement (i.e., rent levels, occupancy restrictions and income requirements) and/or government subsidy programs. Discrimination based on subsidies received by the prospective tenant is prohibited.

(d) Owner shall submit tenant income certifications, including all backup documentation to City or its designee within 5 business days following written request by the City. On an annual basis, Owner shall submit to the City an occupancy report, detailing the present occupants, rent and size of each Designated Unit at the Residential Development, and any other information which the City requests and which relates to the income eligibility of the occupants. The City, in its discretion, may delegate verification of tenant income to the Housing Authority of the County of Los Angeles or to the Housing Authority of the City of South Gate.

6. Changes in Tenant Income.

(a) If after moving into a Designated Unit, and during the annual audit of tenant's income, it is determined that the tenant's income exceeds the income limit for that unit, the tenant may remain in the unit (the "Original Unit") as long as the tenant's income does not exceed 140% of the income limit for the Original Unit. In that event, the applicable Affordable Rent shall be that charged to a tenant whose income does not exceed the income limit for the Original Unit.

(b) If after moving into a Designated Unit the tenant's income eventually exceeds 140% of the income limit for the Original Unit, the following shall apply:

(i) If the tenant's income does not exceed the income limits of other Designated Unit in the Residential Development, the Owner may, at the Owner's sole option, allow the tenant to remain in the Original Unit at the tenant's new applicable Affordable Rent, as long as the next vacant unit is re-designated for the income category previously applicable to the Original Unit.

(ii) If a Non-Designated Unit in the Residential Development is available, the Owner may, at the Owner's option, allow the tenant to remain in the Original Unit and raise the tenant's rent up to market rate (subject to the requirements of the California Tax Credit Allocation Committee and other applicable regulatory requirements) and designate the

former Non-Designated Unit as a Designated Unit for the income category previously applicable to the Original Unit, subject to the requirement of Section 11.31.060.B.1 of the Code.

(c) So long as the Owner complies with the procedures set forth in this Section 6, Owner shall not be in violation of this Agreement due to a tenant's income eventually exceeding the income limit for the Designated Unit occupied by that tenant.

7. Utilization of Designated Unit(s). The Designated Units required by this Agreement shall be leased or rented and fully utilized in accordance with this Agreement; no Designated Unit shall be withdrawn from the market or otherwise held vacant.

8. Development and Maintenance of Units; Physical Inspection. Owner shall perform a physical inspection of the Property annually for health and safety violations, and shall (a) maintain and operate all units on the Property so as to provide decent, safe and sanitary housing consistent with federal housing quality standards; (b) make any required repairs or provide any required cleanup and (c) provide the Designated Units with the same levels of services and maintenance as are provided to the Non-Designated Units on the Property.

9. Administration Fee. Owner agrees to pay such fees and deposits as the City Council may adopt by resolution to offset the administrative cost of performing the duties and responsibilities described in this Agreement.

10. Federal and State Laws. Notwithstanding the above provisions, nothing contained herein shall require Owner or City to do anything contrary to or refrain from doing anything required by Federal and State laws and regulations promulgated there under applicable to the construction, management, maintenance, and rental of Low-income housing units in the City of South Gate.

11. Prohibition Against Discrimination. Owner shall not discriminate against any tenant or potential tenant on the basis of sex, color, race, religion, ancestry, national origin, age, pregnancy, marital status, family composition, sexual orientation, or the potential or actual occupancy of minor children.

12. Indemnification. Owner shall defend, indemnify and hold harmless the City of South Gate and its officers, agents, employees, representatives, and volunteers from and against any loss, liability, claim or judgment relating in any manner to the Residential Development or this Agreement.

13. City's Right to Inspect Units and Documents. The City may inspect the Designated Units (subject to the tenant's privacy rights) and any documents or records relating thereto, including but not limited to tenant income certifications and health and safety violations, at any reasonable time upon 72 hours' written notice to determine Owner's compliance with this Agreement.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of City and Owner, and their respective successors, owners and assigns. City reserves the right to designate another public agency to perform City's obligations or to exercise City's rights and options under this Agreement.

15. Burden to Run with Property. The covenants and conditions contained herein shall run with and burden the Property for 55 years from the date of recordation of this Agreement.

16. Notices. All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as date received or the date delivery was refused as indicated on the return receipt, as follows:

To Owner: 10130 Adella, LLC
10135 Geary Avenue
Santa Fe Springs, CA 90670
Attn.: Greg Solaas

To City: City of South Gate
Director of Community Development
City of South Gate
8650 California Avenue
South Gate, CA 90280

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section 16.

17. Governing Law. The laws of the State of California shall govern this Agreement. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that County, or in Federal District Court in the Central District of California.

18. Default. Failure or delay by either party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of notice from the other party, constitutes a default under this Agreement. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with due diligence. The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not initiate proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

19. Remedies.

(a) Any individual who sells or rents (including subleasing) a Designated Unit in violation of the provisions of this Agreement shall be required to forfeit to City all monetary amounts so obtained.

(b) City may institute any appropriate legal actions or proceedings necessary to ensure compliance with this Agreement, including but not limited to actions for injunctive relief or damages.

20. Attorney's Fees. In any action brought to declare the rights granted herein or to enforce or to interpret any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

21. Non-Waiver. Failure to exercise any right City may have or be entitled to, in the event of default hereunder shall not constitute a waiver of such right or any other right in the event of a subsequent default.

22. Further Assurances and Recordation. Owner shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form and do such further acts as may be necessary, desirable or proper as City shall from time to time find necessary or appropriate to effectuate its purpose in entering this Agreement.

23. Entire Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this Agreement shall not be valid or binding. This Agreement may be amended only by written instrument signed by both City and Owner.

24. Severability Clause. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized

CITY OF SOUTH GATE:

By: _____
Maria Davila, Mayor

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

**10130 ADELLA LLC,
A CALIFORNIA LIMITED
PARTNERSHIP:**

By: _____
Greg Solaas

Dated: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, Notary Public, personally appeared, _____, proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____, Notary Public, personally appeared, _____, proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ATTACHMENT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

THAT PORTION OF LOT 9 OF TRACT NO. 2778, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30 PAGES 84 AND 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 9, DISTANT SOUTH 6° 55' 55" WEST 517.68 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 9; THENCE SOUTH 84° 17' 20" EAST 537.61 FEET; THENCE SOUTH 7° 05' 32" WEST 167.19 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF A 10.00 FOOT STRIP OF LAND WHICH IS THE PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY, AS RECORDED IN BOOK 5954, PAGE 384 OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 85° 21' 50" WEST ALONG THE NORTHERLY LINE OF SAID 10.00 FOOT STRIP, 537.32 FEET TO THE WESTERLY LINE OF SAID LOT 9; THENCE NORTH 6° 55' 55" SOUTH EAST ALONG THE WESTERLY LINE OF SAID LOT 9, 172.57 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOT 9 OF TRACT NO. 2778, IN THE CITY OF SOUTH GATE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 30, PAGES 84 AND 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY ONE FOOT OF PARCEL 2, OF PART (B), OF THE PROPERTIES DESCRIBED TN A CORPORATION GRANT DEED TO DONALD RAWLINS, MARIAN F. RAWLINS, AND THE CROCKER BANK AS TRUSTEES OF THE RAWLINS FAMILY TRUST UNDER TRUST INSTRUMENT DATED NOVEMBER 15, 1983, RECORDED AS INSTRUMENT NO. 84-1090427 OFFICIAL RECORDS, TN THE OFFICE OF SAID COUNTY RECORDER.

TOGETHER WITH THE SOUTHERLY 1.50 FEET OF THE LAND DESCRIBED TN PARCEL 3 OF THE DEED RECORDED ON AUGUST 31, 1981 AS INSTRUMENT NO. 81-872668 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER.

APN: 6221-026-020

APN: 6221-026-020

Exhibit B
Affirmative Fair Housing Marketing Plan
Legacy Apartments

Project Description

Legacy apartments at South Gate will be a 78-unit multi-family housing apartment building, located at 10130 Adella Avenue, in the City of South Gate, California. The property will consist of forty-six (46) one-bedroom units and thirty-two (32) two-bedroom units; one of the units will be set aside for management. This project will include 5% affordable housing units (4 units) for very low income households. All affordable housing units are designated for very low-income housing.

The information in this plan reflects the requirements to the best of management knowledge but it's subject to change if required for compliance with law or regulation.

Affirmative Fair Housing Marketing Procedures

State and Local law prohibiting discrimination in the lease or rental or in the use, occupancy or tenure of enjoyment of the Legacy Apartments at South Gate, or any part thereof on the basis of marital status, race, color, religion, ancestry, sex, gender identity, sexual orientation, age, national origin, HIV, Acquired Immune Deficiency Syndrome (AIDS) or AIDS related condition (ARC), physical handicap, or on the basis of their receipt of, eligibility for, housing assistance programs or on the basis that the resident have a minor child or children who will be residing with them or any other arbitrary basis. Legacy Apartments at South Gate or any person claiming authority under or through them will not establish or permit any such practices of discrimination or segregation with references to the selection, location, number, use or occupancy of tenants or lessees in the project. All criteria shall be applied equitably, and all information considered on an applicant shall be related solely to the attributes and behavior of individual members of the household as they may affect residency.

All rental advertisements will bear the fair housing logotype and slogan, and any information sheets will also indicate accessibility to the disabled. A Fair Housing poster will be conspicuously displayed in the rental office and where the initial rent-up process will occur.

Procedures to Provide Accessible Units to People with Disabilities

All units at Legacy Apartments are full equipped to provide accessibility features for individuals whose disability require accessibility features.

General Targeting

All four (4) affordable units will be occupied by direct referrals through The South Gate Housing Authority.

Marketing and Outreach Activities for the units include the following:

A. Direct Referrals

All affordable housing units will be through The City of South Gate Housing Authority.

B. Community Outreach Activities

Per discussions at the Planning Commission hearing, the Property will be listed on the Housing Resource Center website at www.cityofsouthgate.org and flyers of property to social service

agencies.

Timeline and Details for Outreach and Marketing

Marketing and outreach efforts to resident service providers will begin approximately three to six months prior to project completion date to ensure timely lease-up.

TBD

All marketing materials need to be approved and signed off by the owner.

Step 1

Post on www.cityofsouthgate.org

Email flyer to social service agencies

Email cover letter and application to referring agencies.

Step 2

Invitations to schedule an appointment will be sent out to the applicant and their case manager and/or service provider if one is designated on the application.

Step 3

Legacy Apartments will act as the intermediary between the management company hired and the applicants and assist the applicant gathering the management company hired required documents and coordinating with the City of South Gate Housing Authority for rent determination.

Step 4

Certificate of Occupancy- Residents begin to move into the property once approval is received from the City of South Gate Housing Authority.

Step 5

100% occupancy by October 2024.

Application Process Initial Application Procedure

1. The management company hired by the property owner will create a Legacy Apartments at South Gate waitlist with application packets received from the various referring agency for the specific program in the order they are received.
2. Each prospective resident and the service provider will be contacted requesting an interview. Applicants will receive a checklist of the documents required to bring with them to the interview.
3. Ineligible applicants will receive a denial letter. All denial letters will describe the reason for ineligibility as well as appeal protocol.
4. The Management company hired by the property owner will make the ultimate determination regarding tenant selection for all units.

Any applicant that fails to respond to a notice or who doesn't show up for the scheduled interview will be considered no longer interested.

Eligibility for occupancy of the affordable units at Legacy Apartments at South Gate is subject to income limits that are published annually by HUD and available to the public from the property office. These income guidelines are subject to change.

The privacy of applicants will be guarded as conferred by the Federal Privacy Act of 1974. This Act in no way limits management's ability to collect such information as may be needed to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

An applicant household's combined gross annual income cannot exceed fifty percent (50%) of the published Area Median Income (AMI), depending on the income restriction for the unit for which a household is applying.

Interview Procedure

All applicants will be interviewed by the management company hired by the owner. At the time of the interview, all members of the household must be in attendance. They will be asked to bring most recent three months' pay stubs, if employed, income sources, assets, six-month bank statements, and previous rental history. Other documents or identification to determine household composition, income, and assets may be requested. During the interview, staff will clarify any information provided by the applicant household and answer questions regarding admission procedures.

At the interview the following items will be completed by or obtained from the household:

1. Credit/ Criminal Release Form: A credit report with a comprehensive unlawful detainer check will be obtained for each adult applicant. If the household meets the credit criteria a criminal report will be requested, and they immediately will move to the next step.
2. A Tenant Income Certification Questionnaire form completed by each adult.
3. Applicant shall execute any releases and consents authorizing any private sources of income, or any federal, state, or local agency, to furnish or release to management such information as management and the applicable program regulations determined to be necessary.
4. All income will be verified in writing from the income source on appropriate income verification forms. For recipients of Social Security income or public assistance, current Notice of Action letters or Statement of Benefits will be accepted.
5. All assets, including bank accounts, will be verified in writing from the financial institution.
6. Submission of an application and attendance at an interview does not indicate the offer of a unit or acceptance for housing. Formal determination of eligibility will be made when an appropriate unit is available, and all information is verified.
9. Once the final application review requirements have been satisfied, approved prospective residents will be notified and a request to provide a deposit to hold a specific unit will be issued.
10. The South Gate Housing Authority must approve the applicant, inspect and pass the unit, and send a Certificate of Eligibility with rent determination prior for management to approve move-in.
11. The management company will prepare welcome packages for the new residents.

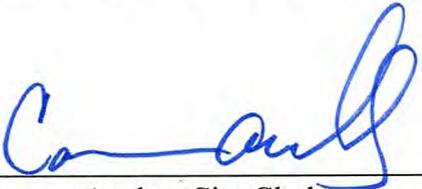
RESOLUTION CERTIFICATION PAGE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SOUTH GATE)

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 2020-43-CC was adopted by the City Council at their Regular Meeting held on December 8, 2020, by the following vote:

Ayes: Council Members: Davila, Rios, Avalos, Diaz and Hurtado
Noes: Council Members: None
Absent: Council Members: None
Abstain: Council Members: None

Witness my hand and the seal of said City on December 17, 2020.



Carmen Avalos, City Clerk
City of South Gate, California